

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

IN THE MARION CIRCUIT COURT
 CAUSE NO. 49C01-0706-PL-025325

STATE OF INDIANA,)

Plaintiff,)

v.)

ERIC COMBS, individually and)
 doing business as CASIE CREEK, INC.)

Defendants.)

FILED

(32) NOV 30 2007

Robert A. White
 CLERK OF THE MARION CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Eric Combs, individually and doing business as Casie Creek, Inc.
2. The Defendant was served with notice of these proceedings and a copy of the Complaint and Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the Complaints.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Eric Combs, individually and doing business as Casie Creek, Inc.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Eric Combs, individually and doing business as Casie Creek, Inc., his agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract that contains at a minimum the following:
 - i. the name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii. the name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 - iii. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - iv. a reasonably detailed description of the proposed home improvements;
 - v. if the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- vi. the approximate starting and completion date of the home improvements;
 - vii. a statement of any contingencies that would materially change the approximate completion date;
 - viii. the home improvement contract price; and
 - ix. signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
 - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
 - d. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

- e. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- f. soliciting or engaging in a home improvement transaction without a license or permit required by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Eric Combs, individually and doing business as Casie Creek, Inc., as follows:

- a. The contracts previously entered into by the Defendant with consumers Jeff Smith, Alison Beaudry, Danny and Tiana Gerald, and Alexander Wilmore are cancelled, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Eight Thousand Six Hundred Twenty Dollars (\$8,620.00), for distribution to:
 - i. Jeff Smith, in the amount of Three Thousand Seventy-Five Dollars (\$3,075.00).
 - ii. Alison Beaudry, in the amount of One Thousand Seven Hundred Seventy Dollars (\$1,770.00).
 - iii. Danny and Tiana Gerald, in the amount of Three Thousand Dollars (\$3,000.00).
 - iv. Alexander Wilmore, in the amount of Seven Hundred Seventy-Five Dollars (\$775.00).

- c. The Defendant shall pay the Office of the Attorney General its costs incurred in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand One Hundred Twenty-five Dollars (\$1,125.00).
- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Twenty Thousand Dollars (\$20,000.00), payable to the State of Indiana; and
- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Two Thousand Dollars (\$2,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Thirty-One Thousand Seven Hundred Forty-Five Dollars (\$31,745.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Eric Combs, individually and doing business as Casie Creek, Inc.

All of which is **ORDERED, ADJUDGED AND DECREED** this _____ day of

DEC 03 2007 2007.

RECOMMENDED FOR APPROVAL



COMMISSIONER

APPROVED AND ORDERED



Distribution:

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Remarks _____

☐ Urgent ☐ Review ☐ Reply ASAP ☐ Comment

State vs. Combs
